

# **EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF DELAWARE**

CRYSTAL BRAY and SAMUEL COOK, on	)	
behalf of themselves and all others similarly	)	CASE NO. 1:17-cv-01365-JEJ
situated,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	CLASS ACTION
	)	
GAMESTOP CORPORATION,	)	JURY TRIAL DEMANDED
	)	
Defendant.	)	
	)	

**DECLARATION OF BENJAMIN F. JOHNS IN SUPPORT  
OF PLAINTIFFS' RESPONSE TO THE OBJECTION  
OF PROFESSIONAL OBJECTOR PAMELA SWEENEY**

I, Benjamin F. Johns, declare and state as follows:

1. I am a Partner of Chimicles & Tikellis LLP ("C&T"). During the pendency of this litigation, my firm has acted as class counsel to Plaintiffs. I make this declaration based on my personal knowledge and if called as a witness, I could and would competently testify to the matters stated herein.

2. I submit this declaration in support of Plaintiffs' response to the objection of Pamela Sweeney.

3. Attached hereto as Exhibit A are printouts of the Serial Objector Index webpages for serial objectors Pamela and Patrick Sweeney.

4. Attached hereto as Exhibit B is a copy of the boilerplate objection filed by objector Pamela Sweeney in *Mehigan v. Ascena Retail Group Inc.*, Case No. 15-724, ECF No. 116 (E.D. Pa. Apr. 15, 2016).

5. Attached hereto as Exhibit C is a copy of the boilerplate objection filed by objector Pamela Sweeney in *Edwards v. National Milk Producers Federation*, Case No. 4:11-cv-04766-JSW, ECF No. 449 (N.D. Cal. Nov. 1, 2016).

6. Attached hereto as Exhibit D is a copy of the boilerplate objection filed by objector Pamela Sweeney in *Leiner v. Johnson & Johnson Consumer Companies, Inc.*, Case No. 15-cv-5876, ECF No. 87 (N.D. Ill. Dec. 22, 2016).

7. Attached hereto as Exhibit E is a copy of the boilerplate objection filed by objector Pamela Sweeney in *Friedman v. Guthy-Renker, LLC*, Case No. 2:14-cv-06009-ODW, ECF No. 217-11 (C.D. Cal. May 1, 2017).

8. Attached hereto as Exhibit F is a copy of the boilerplate objection filed by objector Pamela Sweeney in *Kumar v. Salov North America Corp.*, Case No. 14-cv-2411, ECF No. 155 (N.D. Cal. May 1, 2017).

9. Attached hereto as Exhibit G is a copy of the boilerplate objection filed by objector Pamela Sweeney in *Mollicone v. Universal Handicraft*, Case No. 1:17-cv-21468-RNS, ECF No. 123 (S.D. Fla. July 5, 2018).

/s/ Benjamin F. Johns  
Benjamin F. Johns

# EXHIBIT A

## Serial Objector Index <sup>BETA</sup>

### Pamela Sweeney

**AS OBJECTOR:** [11-cv-05188: Larsen et al v. Trader Joe's Company](#)  
12-cv-10064: In re Capital One Telephone Consumer Protection Act Litigation  
13-cv-04806: Kolinek v. Walgreen Co.  
09-md-02036: In Re: Checking Account Overdraft Litigation  
11-cv-04766: Edwards v. National Milk Producers Federation  
15-cv-00724: Mehigan v. Ascena Retail Group  
14-cv-02411: Kumar v. Salov North America  
15-cv-05876: Leiner v. Johnson & Johnson  
17-cv-21468: Mollicone v. Universal Handicraft  
14-cv-06009: Friedman v. Guthy-Renker


**AS SIGNER:** 11-cv-05188: Larsen et al v. Trader Joe's Company  
12-cv-10064: In re Capital One Telephone Consumer Protection Act Litigation  
13-cv-04806: Kolinek v. Walgreen Co.  
11-cv-04766: Edwards v. National Milk Producers Federation  
15-cv-00724: Mehigan v. Ascena Retail Group  
14-cv-02411: Kumar v. Salov North America  
15-cv-05876: Leiner v. Johnson & Johnson  
17-cv-21468: Mollicone v. Universal Handicraft  
14-cv-06009: Friedman v. Guthy-Renker

**AS ATTORNEY:** None

**ATTACHMENTS:** None

**ADDED TO INDEX:** 6/9/2015, 12:33:23 PM

**LAST UPDATED:** 11/17/2018, 1:10:25 PM

 Problems? Report an issue with this page »

# Serial Objector Index <sup>BETA</sup>


## Patrick Sweeney

- AS OBJECTOR:** 11-cv-05188: Larsen et al v. Trader Joe's Company  
 12-cv-01644: Roberts v. Electrolux Home Products  
 10-md-02196: In re Polyurethane Foam Antitrust Litigation  
 11-cv-03082: Brown v. The Hain Celestial Group  
 14-cv-60604: Gay v. Tom's of Maine  
 14-cv-23120: Chimeno-Buzzi v. Hollister Co.  
 12-md-02311: In re Automotive Parts Antitrust Litigation  
 13-md-02420: In re Lithium Ion Batteries Antitrust Litigation  
 13-cv-00003: Hooker v. Sirius XM Radio  
 13-md-02426: In re TRS Recovery Services and Telecheck Services FDCPA Litigation  
 14-cv-01290: Martin v. Global Marketing Research Services  
 11-cv-01733: Chambers v. Whirlpool Corporation  
 15-cv-21264: Boise v. ACE American Insurance  
 14-cv-05615: McKnight v. Uber Technologies  
 15-cv-01143: Russell v. Kohl's Department Stores  
 15-cv-01801: Retta v. Millennium Products  
 12-cv-11280: Bacchi v. Massachusetts Mutual Life Insurance Company  
 17-cv-01252: Rawa v. Monsanto  
 14-cv-09087: Rapoport-Hecht v. Seventh Generation  
 10-cv-01811: In re Sony PS3 "Other OS" Litigation  
 17-cv-00849: Iglesias v. Ferrara Candy Company  
 15-cv-05307: Lennartson v. Papa Murphy's  
 12-cv-21678: Eggatz v. Kashi
- AS SIGNER:** 13-cv-60721: Fladell v. Wells Fargo Bank  
 11-cv-05188: Larsen et al v. Trader Joe's Company  
 10-md-02196: In re Polyurethane Foam Antitrust Litigation  
 11-cv-03082: Brown v. The Hain Celestial Group  
 14-cv-60604: Gay v. Tom's of Maine  
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 14-cv-23120: Chimeno-Buzzi v. Hollister Co.  
 09-md-02036: In Re: Checking Account Overdraft Litigation  
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 12-md-02311: In re Automotive Parts Antitrust Litigation  
 13-md-02420: In re Lithium Ion Batteries Antitrust Litigation  
 08-md-01999: In re: Lawnmower Engine Horsepower Marketing and Sales Practices Litigation  
 13-cv-00003: Hooker v. Sirius XM Radio  
 13-md-02426: In re TRS Recovery Services and Telecheck Services FDCPA Litigation  
 14-cv-01290: Martin v. Global Marketing Research Services  
 11-cv-01733: Chambers v. Whirlpool Corporation  
 15-cv-21264: Boise v. ACE American Insurance  
 14-cv-05615: McKnight v. Uber Technologies  
 15-cv-01143: Russell v. Kohl's Department Stores  
 15-cv-01801: Retta v. Millennium Products  
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 15-cv-05307: Lennartson v. Papa Murphy's  
 12-cv-21678: Eggatz v. Kashi
- AS ATTORNEY:** 13-cv-60721: Fladell v. Wells Fargo Bank  
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 09-md-02036: In Re: Checking Account Overdraft Litigation  
 08-md-01999: In re: Lawnmower Engine Horsepower Marketing and Sales Practices Litigation  
 14-cv-00912: Duncan v. JPMorgan Chase Bank

**ATTACHMENTS:** [https://madison.com/ws/news/local/courts/middleton-lawyer-sentenced-to-probation-in-scheme-but-deserved-prison/article\\_4b61b52a-69ff-56c3-b8bc-792af3c23ea8.html](https://madison.com/ws/news/local/courts/middleton-lawyer-sentenced-to-probation-in-scheme-but-deserved-prison/article_4b61b52a-69ff-56c3-b8bc-792af3c23ea8.html)

**ADDED TO INDEX:** 6/1/2015, 2:48:32 PM

**LAST UPDATED:** 12/3/2018, 10:52:30 PM

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# **EXHIBIT B**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ROUGUIE, et al.

vs

ASCENA RETAIL GROUP, INC., et al

CIVIL ACTION NO. 15-724

FILED

APR 15 2016

MICHAEL J. GIBNEY, Clerk  
U.S. District Court

---

**OBJECTION OF PAMELA A. SWEENEY AND NOTICE OF INTENT NOT  
TO APPEAR AT FAIRNESS HEARING**

---

My name is Pamela Sweeney and I reside at 2590 Richardson Street.  
Madison, Wisconsin, 53711 ("Objector").

My email [pam.sweeney1@gmail.com](mailto:pam.sweeney1@gmail.com) and my phone number is 424-299-4383.  
I appear in the action Pro Se (without counsel). My access code is 3346968989873.

I am a member of the class as I made many purchases totaling thousands of  
dollars during the time period January 1st 2012 through February 28 2015. I also  
received hundreds of emails from Justice in this time period. I shopped at Justice  
located at Greenway Station, 1650 Deming Way, Middleton Wisconsin. 53562 and  
Justice located at 66 West Towne Mall, Madison, Wisconsin 53719.

My Confirmation Claim code is FYZYQUOK

I object to the 15,000,000.00 fee which they claim is 29.5% of the gross  
settlement fund. When combining cash and vouchers it is clear that vouchers are  
only really worth pennies on the dollar. Therefore the fee being requested is a far  
greater value given this fact that is stated. This becomes a huge windfall for the  
attorneys and a clever way of paying out way less to class members and stating  
what a great amount they achieved for the class.

The fee calculation is unfair in that the percentage of the settlement amount is  
far too high (it is stated in the Notice that it is 29.5%, which is high, but if the



percent is arrived at by using monies actually awarded class members the percentage is even higher).

The Objector hereby states that, of the 100 Docket Entries on PACER, very few entries were substantive in nature (really only the Complaints and Answer are substantive in nature thereafter the Motion for Preliminary Approval is filed (Approximately 8 months!). The remaining entries were mostly procedural in nature. 100 Docket entries is so nominal in the universe of hard fought litigation that the entire fairness of the fee must be called into question. 100 Docket Entries computes to an unfathomable \$150,000 per Docket entry.

I object to how the remainder of THE funds would be used. It was stated that after claims, expenses, fee awards and Incentive awards ~~and~~ if any funds remained those funds shall be reverted back to Justice. I suggest that if any funds are remaining, <sup>that</sup> those funds go to help children. Specifically, donate those funds to a Children's Hospital.

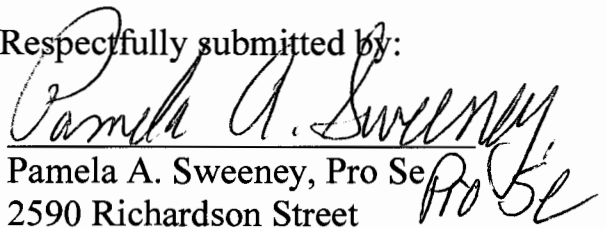
I DO NOT intend to appear at the Final Approval Hearing.

### **CONCLUSION**

**WHEREFORE**, This Objector, for the foregoing reasons, respectfully requests that the Court, upon proper hearing:

1. Sustain these Objections;
2. Enter such Orders as are necessary and just to adjudicate these Objections and to alleviate the inherent unfairness, inadequacies and unreasonableness of the proposed settlement.
3. Award an incentive fee to this Objector for her role in improving the Settlement, if applicable.

Respectfully submitted by:

  
Pamela A. Sweeney, Pro Se



2590 Richardson Street  
Madison, WI 53711

Phone: 424-299-4383.

Email: [pam.sweeney1@gmail.com](mailto:pam.sweeney1@gmail.com)

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on April 13, 2016, I caused to be filed the foregoing with the Clerk of the Court of the United States District Court for the Eastern District of Pennsylvania and the Counsel as listed in the Notice of Settlement by sending this document via U.S. First Class Overnight Mail Delivery at the addresses provided in the Notice.

  
Pamela A. Sweeney, Pro Se  


# EXHIBIT C

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

FILED  
NOV - 1 2016  
SUSAN Y. SOONG  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND

MATTHEW EDWARDS, et al.)

Plaintiffs,

Case No.11-cv-04766-JSW

NATIONAL MILK PRO-  
DUCERS FEDERATION, et al.)

Defendants.

**OBJECTION OF PAMELA A. SWEENEY, PRO SE TO PROPOSED  
SETTLEMENT & NOTICE OF INTENT NOT TO APPEAR AT  
FAIRNESS HEARING**

NOW COMES, Pro Se Objector PAMELA A. SWEENEY and  
hereby files these objections to the proposed settlement in this matter.

**PROOF OF MEMBERSHIP IN THE CLASS**

PAMELA A. SWEENEY ("Objector") has reviewed that certain notice of  
class action and proposed settlement which is dated August 15, 2016 (the  
"Notice"). As a result, she believes that she is a member of the class, as it is  
defined in that Notice. She intends to file a claim in this matter on or before  
January 31, 2017 (Claim deadline according to the Notice). Her address, e-mail  
address and telephone number are listed at the conclusion of this objection.

**NOTICE OF INTENT TO APPEAR**

Objector hereby gives notice that she does NOT intend to appear at the  
Fairness Hearing presently scheduled for December 16, 2016 at 9:00 a.m. PST

at the United States District Court for the Northern District of California,  
Courtroom 5, 2<sup>nd</sup> Floor, 1301 Clay Street, Oakland, CA 94612

### **REASONS FOR OBJECTING TO THE SETTLEMENT**

For the following reasons, inter alia, the Settlement Agreement is not fair, reasonable nor adequate:

1. Claims administration process fails to require reliable future oversight, accountability and reporting about whether the claims process actually delivers what was promised. The proposed settlement orders no counsel, not various class counsel nor any defense attorney (notwithstanding the large amount of attorney fees to be earned by the numerous law firms involved in this case) to monitor the settlement process to its ultimate completion.

It would obviously be more prudent to withhold a portion of Class Counsel's fee until the entire distribution process is complete. Furthermore, it would also be judicious to require Class Counsel (and perhaps Defense Counsel as well) to report back to this Honorable Court with a final summary and accounting of the disbursement process (even if brief) in order to confirm that this matter has been successfully concluded and to allow this Honorable Court to "put its final stamp of approval" on the case.

Objector is aware that this is not the "usual" procedure in Class Action proceedings. Nonetheless, Objector submits the suggested process is an improvement to the present procedure which is the status quo in Class Action cases. Also nothing in the above proposed procedure violates the letter or spirit of the Class Action Fairness Act of 2005, 28 U.S.C. Sections 1332(d), 1453, and 1711–1715, (the "Act") Rule 23 F.R.C.P. (the "Rule") nor the body of case law developed (all three collectively referred to herein as "Class Action Policy"). Objector hereby urges this Honorable Court to adopt such a procedure as a "best practice standard" for Class Action settlements.

2. No timeframe for completing administration of the monetary relief is set, so Class Members cannot know when payment would arrive. Moreover, the Settlement Administrator is not held to any specific timeframe to complete the settlement process.

3. No amount of attorney fees is to be withheld to assure Class Counsel's continuing oversight and involvement in implementing the settlement. Objector hereby contends that the withholding of a reasonable sum of awarded attorneys fees would elevate the concerns raised herein regarding Paragraphs Nos. 1 & 2 above.
4. Attorney fees do not depend upon how much relief is actually paid to the Class Members. It appears that the proposed settlement will award Class Counsel its fee notwithstanding the amount of relief. This practice would be considered inequitable at best and excessive at worse in many other area of the law when awarding attorney fees.
5. The fee calculation is unfair in that the percentage of the settlement amount is far too high. After a review of the Docket there appears to be only 592 docket entries. In addition, very few entries were substantive in nature. The remaining Docket Entries were procedural in nature. Even so, 592 Docket Entries in a case that Class Counsel is asking for \$17,333,333 plus accrued interest; the request of class counsel for reimbursement of costs and expenses incurred in pursuing this lawsuit, not to exceed \$2,400,000; a request for service awards to each named class representative not to exceed \$5,000 per named individual and a total of \$90,000; and the Court's approval to pay the costs of settlement administration, not to exceed \$2,000,000.00, to the third party settlement administrators is a breathtaking \$52,787.16 PER DOCKET ENTRY ! Further regarding the Docket Entries, many were in the form of a Notice (usually a 1 or 2 page document); several others were in reference to letters filed with Court (usually a brief correspondence with some reference to a procedural "housekeeping" matter); many others Docket Entries were in regard to a *pro hoc vice* requests or changes in counsel; dozens of entries were documents generated by the Court in the form of an order, minute entry or a filing of a transcript and, finally there were many Docket Entries from the Court or the Clerk's Office regarding procedural items. This is hardly the record of a case justifying Class Counsel's requested Attorneys' Fees and Expenses in the amount of \$19,733,333.00 (plus interest).
6. No fee request is reasonable in the absence of documentation, including detailed billing records (including hourly rates of the professionals, hours accumulated and reasonable cost incurred), which can be evaluated by Class Members and the Court to determine the reasonable nature (or not) of the request.

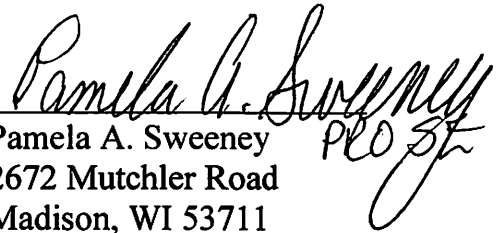
7. Attorneys' fees are disproportionate to the value of the Recovery of the Class (See Paragraphs 3, 4, 5 and 6 above). By way of example, the Notice states that the attorney fees award is one - third of the Settlement Fund. The real percentage, however when factoring all costs and awards is \$21,823,333. ( $\$17,333,333 + \$2,400,000 + \$90,000 + 2,000,000 = \$21,823,333$ ). That total cost when compared to the Settlement Fund is more accurately described as forty three percent (43%) of the Settlement Fund.
8. The Objector hereby adopts and joins in all other objections which are based on sufficient precedent and theories of equity and law in this case and hereby incorporates said objections by reference as if they were fully described herein.

### **CONCLUSION**

**WHEREFORE**, This Objector, for the foregoing reasons, respectfully requests that the Court, upon proper hearing:

1. Sustain these Objections;
2. Enter such Orders as are necessary and just to adjudicate these Objections and to alleviate the inherent unfairness, inadequacies and unreasonableness of the proposed settlement.
3. Award an incentive fee to this Objector for his role in improving the Settlement, if applicable.

Respectfully submitted,

  
Pamela A. Sweeney  
2672 Mutchler Road  
Madison, WI 53711  
424-488-4383

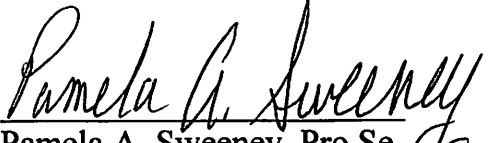
Email: [pam.sweeney1@gmail.com](mailto:pam.sweeney1@gmail.com)



**CERTIFICATE OF SERVICE**

I hereby certify that on October 26, 2016, I caused to be filed the foregoing with the Clerk of the Court of the United States District Court for Northern District of California by sending this document via U.S. First Class Mail so that this document would be delivered within the timeframe described in the Legal Notice published in this case. In addition, when the Clerk files this document in the docket for this case all parties in this case who use the CM/ECF filing system will be noticed.

CLASS ACTION CLERK  
UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
United States District Courthouse  
1301 Clay Street  
Oakland, CA 94612

  
Pamela A. Sweeney, Pro Se  
*Pro Se*



# **EXHIBIT D**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS

STEPHANIE LEINER, individually and )  
On behalf of all others similarly situated, )

Plaintiff, )

vs. )

JOHNSON & JOHNSON CONSUMER )  
COMPANIES, INC., )

Defendant. )

Case No.: 15-CV-5876

Hon. Elaine E. Bucklo

**FILED**

DEC 22 2016 *TM*

THOMAS G. BRUTON  
CLERK, U.S. DISTRICT COURT

---

**OBJECTION OF PAMELA A. SWEENEY, PRO SE TO PROPOSED  
SETTLEMENT & NOTICE OF INTENT NOT TO APPEAR AT  
FAIRNESS HEARING**

---

NOW COMES, Pro Se Objector PAMELA A. SWEENEY and  
hereby files these objections to the proposed settlement in this matter.

**PROOF OF MEMBERSHIP IN THE CLASS**

Upon information and belief PAMELA A. SWEENEY, PRO SE  
("Objector") has reviewed that certain notice of class action and proposed  
settlement which is undated (the "Notice"). As a result, she has determined that  
she is a member of the class, as it is defined in that Notice. She has filed a  
timely claim. Her address, e-mail address and telephone number are listed at the  
conclusion of this objection.

**NOTICE OF INTENT TO APPEAR**

Objector hereby gives notice that she does NOT intend to appear at the  
Fairness Hearing presently scheduled for January 18, 2017 at 10:00 a.m. CST at

the United States District Court for the Northern Division of Illinois, United States Courthouse, 216 South Dearborn Street, Chicago, IL 60604.

### **REASONS FOR OBJECTING TO THE SETTLEMENT**

For the following reasons, inter alia, the Settlement Agreement is not fair, reasonable nor adequate:

1. Claims administration process fails to require reliable future oversight, accountability and reporting about whether the claims process actually delivers what was promised. The proposed settlement orders no counsel, not various class counsel nor any defense attorney (notwithstanding the large amount of attorney fees to be earned by the numerous law firms involved in this case) to monitor the settlement process to its ultimate completion.

It would obviously be more prudent to withhold a portion of Class Counsel's fee until the entire distribution process is complete. Furthermore, it would also be judicious to require Class Counsel (and perhaps Defense Counsel as well) to report back to this Honorable Court with a final summary and accounting of the disbursement process (even if brief) in order to confirm that this matter has been successfully concluded and to allow this Honorable Court to "put its final stamp of approval" on the case.

Objector is aware that this is not the "usual" procedure in Class Action proceedings. Nonetheless, Objector submits the suggested process is an improvement to the present procedure which is the status quo in Class Action cases. Also nothing in the above proposed procedure violates the letter or spirit of the Class Action Fairness Act of 2005, 28 U.S.C. Sections 1332(d), 1453, and 1711–1715, (the "Act") Rule 23 F.R.C.P. (the "Rule") nor the body of case law developed (all three collectively referred to herein as "Class Action Policy"). Objector hereby urges this Honorable Court to adopt such a procedure as a "best practice standard" for Class Action settlements.

2. Although the fee calculation appears to be fair, in particular the fees and costs for lead Class Counsel, Shepherd, Finkelman, Miller & Shah, LLP, however, the individual time and cost entries are shown in summary format only. All fees and costs requested should be shown in greater detail including each time entry and detailed cost entries. Objector believes no fee request can be adjudicated as reasonable in the absence of documentation, including detailed billing records (including hourly rates of the professionals, hours accumulated and details of cost incurred). The detailed billing statements are the only method which they can be evaluated by Class Members and the Court to determine the reasonable nature (or not) of the request. Objector hereby requests that these detailed billing statements be ordered posted on the Settlement Website for review by all Class Members and the Court prior to any monies being distributed to Class Counsels.
3. The Objector hereby adopts and joins in all other objections which are based on sufficient precedent and theories of equity and law in this case and hereby incorporates said objections by reference as if they were fully described herein.
4. Objector has objected in the following cases in the last 5 years:
  - (a) US Bank Case No.09-02036 Southern Florida
  - (b) Trader Joes Case No. 11-05188 Northern California
  - (c) Justice Case No.14-02562 Eastern Pennsylvania
  - (d) Blue Buffalo Case 14-02562 Eastern Missouri
  - (e) Walgreens Case No. 13 C 4806 Northern Illinois
  - (f) Snyders Case No. 13-62496 Southern District of Florida
  - (g) Western Union Case No. 14-cv-1741 Northern Illinois

### **CONCLUSION**

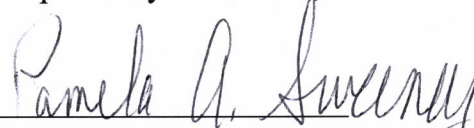
**WHEREFORE**, This Objector, for the foregoing reasons, respectfully requests that the Court, upon proper hearing:

1. Sustain these Objections;



2. Enter such Orders as are necessary and just to adjudicate these Objections and to alleviate the inherent inadequacies and unreasonableness of the proposed settlement.
3. Award an incentive fee to this Objector for her role in improving the Settlement, if applicable.

Respectfully submitted,



Pamela A. Sweeney, Pro Se  
6666 Odana Road  
Suite 116  
Madison, WI 53719  
424-488-4383

pam.sweeney1@gmail.com

PRO  
SE

### **CERTIFICATE OF SERVICE**

I hereby certify that on December 18, 2016, I caused to be filed the foregoing with the Clerk of the Court of the United States District Court for Northern District of Illinois at the address listed below by sending this document via U.S. First Class Mail. In addition, when the Clerk files this document in the docket for this case all parties in this case who use the CM/ECF filing system will be noticed. In addition, the undersigned has sent a copy via U.S. First Class Mail and email to the counsel listed below.

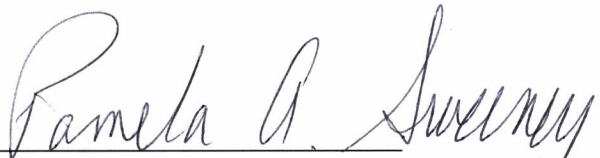

CLERK OF THE COURT  
UNITED STATES DISTRICT COURT  
Northern District of Illinois  
219 South Dearborn Street  
Chicago, IL 60604

James C. Shah  
Shepherd, Finkelman, Miller & Shah, LLP  
35 E. State Street  
Media, PA 19106

Mark A. Neubauer  
CARLTON FIELDS JORDEN BURT, LLP  
2000 Avenue of the Stars  
Suite 530

North Tower  
Los Angeles, CA 90067-4707

Kristen Reilly  
CARLTON FIELDS JORDEN BURT, PA  
1025 Thomas Jefferson Street, NW  
Suite 400 West  
Washington, DC

  
Pamela A. Sweeney, Pro Se  


# **EXHIBIT E**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

RECEIVED FEB 13 2017

AMY FRIEDMAN and JUDI  
MILLER, on behalf of themselves  
and all others similarly situated,

Case No. 2:14-cv-06009-ODW

Plaintiffs,

v.

GUTHY-RENKER, LLC, et al.

Defendants.

---

NOW COMES, Pro Se Objector PAMELA A. SWEENEY and hereby files these objections to the proposed settlement in this matter.

**PROOF OF MEMBERSHIP IN THE CLASS**

Upon information and belief PAMELA A. SWEENEY, PRO SE (“Objector”) has reviewed that certain notice of class action and proposed settlement which is undated (the “Notice”). As a result, she has determined that she is a member of the class, as it is defined in that Notice. She has filed a timely claim. Her address, e-mail address and telephone number are listed at the conclusion of this objection.



### **NOTICE OF INTENT TO APPEAR**

Objector hereby gives notice that she does NOT intend to appear at the Fairness Hearing presently scheduled for June 5, 2017 at 1:30 p.m. PST at the United States District Court for the Central District of California, 350 West First Street, Los Angeles.

### **REASONS FOR OBJECTING TO THE SETTLEMENT**

1. Claims administration process fails to require reliable oversight, accountability, and reporting about whether the claims process actually delivers what was promised.
2. Any amount of attorney fees that are rewarded should be withheld to assure Class Counsel's continuing oversight and involvement in implementing settlement.
3. The fee calculation is unfair in that the percentage of the settlement amount is far too high. Attorneys' fees are disproportionate to the value of the Recovery of the Class.
4. The individual time and cost entries are shown in summary format only. All fees and costs requested should be shown in greater detail including each time entry and detailed cost entries. Objector believes no fee request can be adjudicated as reasonable in the absence of documentation, including detailed billing records (including hourly rates of the professionals, hours accumulated and details of cost incurred). The detailed billing statements are the only method which they can be evaluated by Class Members and the Court to determine the reasonable nature (or not) of the request. Objector hereby requests that these detailed billing statements be ordered posted on the Settlement Website for review by all Class Members and the Court prior to any monies being distributed to Class Counsels. Thereafter, all Class

Members be afforded reasonable time to review the detailed billings and object if necessary.

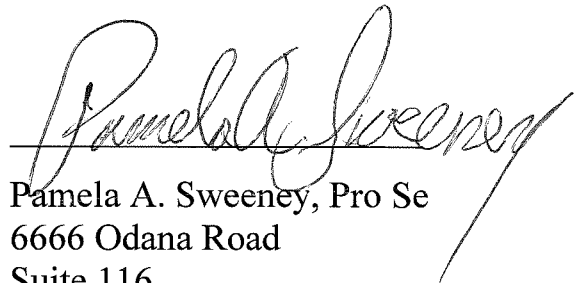
5. The objector herein hereby adopts and joins in all other objections which are based on sufficient precedent and theories of equity and law in this case and hereby incorporates said objections by reference as if they were fully described herein.

### **CONCLUSION**

**WHEREFORE**, This Objector, for the foregoing reasons, respectfully requests that the Court, upon proper hearing:

1. Sustain these Objections;
2. Enter such Orders as are necessary and just to adjudicate these Objections and to alleviate the inherent inadequacies and unreasonableness of the proposed settlement.
3. Award an incentive fee to this Objector for her role in improving the Settlement, if applicable.

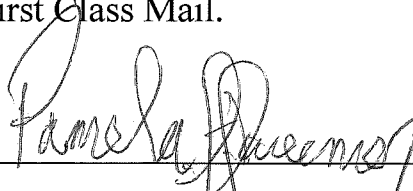
Respectfully submitted,



Pamela A. Sweeney, Pro Se  
6666 Odana Road  
Suite 116  
Madison, WI 53719  
424-488-4383  
pam.sweeney1@gmail.com

### **CERTIFICATE OF SERVICE**

I hereby certify that on February 10, 2017, I caused to be filed the foregoing with the Settlement Administrator via U.S. First Class Mail.

  
\_\_\_\_\_  
Pamela A. Sweeney

# **EXHIBIT F**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

FILED

MAY - 1 2017

SUSAN Y. SOONG  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND

ROHINI KUMAR, individual, )  
on behalf of herself, the general )  
public and those similarly situated)

Case No. 14-cv-2411

Plaintiff, )

Hon. Yvonne Gonzalez Rogers

v. )

SALOV NORTH AMERICA )  
CORPORATION, )

Defendant. )

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**OBJECTION OF PAMELA A. SWEENEY, PRO SE TO PROPOSED  
SETTLEMENT & NOTICE OF INTENT NOT TO APPEAR AT  
FAIRNESS HEARING**

---

NOW COMES, Pro Se Objector PAMELA A. SWEENEY and  
hereby files these objections to the proposed settlement in this matter.

**PROOF OF MEMBERSHIP IN THE CLASS**

Upon information and belief PAMELA S. SWEENEY ("Objector") has  
reviewed that certain notice of class action settlement which is not dated (the  
"Notice"). As a result, she believes that she is a member of the class, as it is  
defined in the Notice. On April 28, 2017 she timely filed a claim in this matter.  
Her Claim Number is **WFC0044282**. Her address, e-mail address and  
telephone number are listed at the conclusion of this objection.

### **NOTICE OF INTENT TO APPEAR**

Objector hereby gives notice that she does NOT intend to appear at the Fairness Hearing presently scheduled for May 30, 2017 at 2:00 p.m. PST, at the United States District Court for the Northern Division of California, Oakland Division, 1301 Clay Street, Courtroom 5, 2<sup>nd</sup> Floor, Oakland, CA 94612 (the "Court"). She does, however, request the Court to review this objection and implement the changes herein to the Order for Final Approval of Class Action Settlement.

### **REASONS FOR OBJECTING TO THE SETTLEMENT**

For the following reasons, inter alia, the Objector hereby states that the Settlement Agreement is not fair, reasonable nor adequate:

1. Claims administration process fails to require reliable future oversight, accountability and reporting about whether the claims process actually delivers what was promised. The proposed settlement orders no counsel, not various class counsel nor any defense attorney (notwithstanding the large amount of attorney fees to be earned by the law firms involved in this case) to monitor the settlement process to its ultimate completion.

It would obviously be more prudent to withhold a portion of Class Counsel's fee until the entire distribution process is complete. Furthermore, it would also be judicious to require Class Counsel (and perhaps Defense Counsel as well) to report back to this Honorable Court with a final summary and accounting of the disbursement process (even if brief) in order to confirm that this matter has been successfully concluded and to allow this Honorable Court to "put its final stamp of approval" on the case.



Objector is aware that this is not the “usual” procedure in Class Action proceedings. Nonetheless, Objector submits the suggested process is an improvement to the present procedure which is the status quo in Class Action cases. Also, nothing in the above proposed procedure violates the letter or spirit of the Class Action Fairness Act of 2005, 28 U.S.C. Sections 1332(d), 1453, and 1711–1715, (the “Act”) Rule 23 F.R.C.P. (the “Rule”) nor the body of case law developed (all three collectively referred to herein as “Class Action Policy”). Objector hereby urges this Honorable Court to adopt such a procedure as a “best practice standard” for Class Action settlements.

2. No amount of attorney fees is to be withheld to assure Class Counsel’s continuing oversight and involvement in implementing the settlement. Objector hereby contends that the withholding of a reasonable sum of the awarded attorney fees would elevate the concerns raised herein.
3. Attorney fees do not depend upon how much relief is actually paid to the Class Members. It appears that the proposed settlement will award Class Counsel its fee notwithstanding the amount of monetary relief paid to the Class Members. This practice would be considered inequitable at best and excessive at worse in many other area of the law when awarding attorney fees.
4. Because of the determination of the amount the attorney fees will be decided, prior to the amount of monetary benefit to the Class Members is ascertained, it is impossible for this Objector to cross check the awarded fees as they relate to a percentage of the final monetary relief obtained.
5. The Notice is defective, on its face, in that the objection filing date is impossible to determine. The Notice states “...If you want to raise an objection at the Final Approval hearing, you must first submit that objection in writing, by the objection deadline set forth above...” It is unclear where the “deadline as set forth above” is located in the Notice.
6. Furthermore, the Notice continues to confuse, as it states “... [the objection] must be electronically filed via the Court’s ECF system, or delivered to the Clerk of the Court by mail, express mail or personally delivery such that the objection is *received by*

the Clerk of the Court (**or postmarked**) on or before May 2, 2017.

7. The attorney fee amount is excessive in that there was limited litigation activities. In fact, a review of the docket on PACER indicates there are only 154 Docket Entries. Moreover very few of the Docket Entries are legally substantive in nature. Most of the Docket Entries are procedural in nature. (See below Paragraph 8). In fact, there was no: significant discovery disputes; vigorous motion practice; motion for summary judgment; trial nor any appeals taken. In short, a 154 Docket Entries in a case where Class Counsel is asking for, fees and costs of \$983,500.00 and for additional class incentive awards to the named Plaintiffs, is excessive. Assuming the Court were to grant Plaintiff's Counsel request, then each Docket Entry would be worth a breathtaking \$6,379 PER DOCKET ENTRY!
8. Furthermore, regarding the Docket Entries, many were simple notices (usually a 1 or 2 page document); several others were in reference to letters filed with Court (usually a brief correspondence with some reference to a procedural "housekeeping" matter); many others were in regard to a *pro hoc vice* requests or changes in counsel; others were documents generated by the Court in the form of an order, minute entry or a filing of a transcript and finally there were many Docket Entries from the Court or the Clerk's office regarding procedural items. Obviously many of the Docket Entries were also generated by the Defendant. This is hardly the record of a case justifying Class Counsel's requested attorney fees and expenses in the amount of \$982,500.
9. The Objector hereby adopts and joins in all other objections which are based on sufficient precedent and theories of equity and law in this case and hereby incorporates said objections by reference as if they were fully described herein.

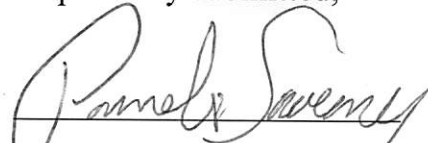


**CONCLUSION**

**WHEREFORE**, This Objector, for the foregoing reasons, respectfully requests that the Court, upon proper hearing:

1. Sustain these Objections;
2. Enter such Orders as are necessary and just to adjudicate these Objections and to alleviate the inherent unfairness, inadequacies and unreasonableness of the proposed settlement.
3. Award an incentive fee to this Objector for her role in improving the Settlement.

Respectfully submitted,

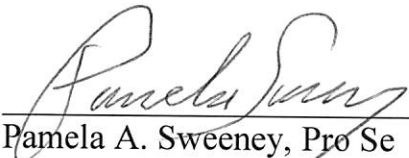
A handwritten signature in black ink, appearing to read 'Pamela A. Sweeney', is written over a horizontal line.

Pamela A. Sweeney, Pro Se  
2672 Mutchler Road  
Madison, WI 53711  
(310)-339-0548  
pam.sweeney1@gmail.com

### CERTIFICATE OF SERVICE

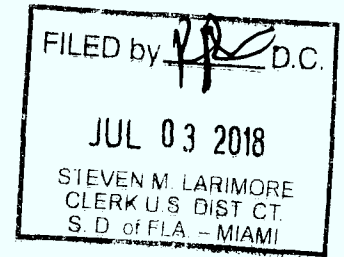
I hereby certify that on April 28, 2017, I caused to be filed the foregoing with the Clerk of the Court of the United States District Court for Northern District of California, Oakland Division by sending this document via U.S. First Class Mail so that this document would be delivered within the timeframe described in the Notice published in this case. In addition, when the Clerk files this document in the docket for this case all parties in this case who use the CM/ECF filing system will be noticed. The mailing address for the Clerk of Courts is listed below.

CLERK OF THE COURT  
UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
Oakland Division  
United States District Courthouse  
1304 Clay Street  
Oakland, California 94612

  
Pamela A. Sweeney, Pro Se

# EXHIBIT G

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA



Lisa Mollicone, individually )  
similarly situated, )

Plaintiffs, )

v. )

Universal Handicraft d/b/a )  
Deep Sea Cosmetics d/b/a )  
Adore Organic Innovations, )  
and others, )

Defendants. )

Civil Action No. 17-21468-Civ-Scola

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**OBJECTION OF PAMELA SWEENEY PRO SE TO THE PROPOSED  
SETTLEMENT AND NOTICE OF INTENT NOT TO APPEAR**

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NOW COMES, Pro Se Objector, Pamela Sweeney and hereby files these objections to the proposed settlement in this matter.

**I. PROOF OF MEMBERSHIP IN CLASS**

Upon information and belief Pamela Sweeney, Pro Se ("Objector") believes she is a member of the class as defined in that certain Legal Notice of Class Action Settlement which is not dated (the "Notice"). Objector's address and telephone number are listed at the conclusion of this objection.

## **II. NOTICE OF INTENT TO NOT APPEAR**

Objector hereby gives notice that she does NOT intend to appear at the Fairness Hearing at the Federal Courthouse located at the U.S. District Court for the Southern District of Florida, 400 North Miami Avenue Miami, Florida, 33128 on August 10, 2018 at 8:30am.

## **III. OBJECTOR IS A CLASS MEMBER**

After reviewing the Notice, the Objector states that she is a class member with standing to object to the Court's Order for Preliminary Approval of the Settlement by virtue of her purchasing one or more items from the list of covered products. Objector will submit a timely claim.

## **IV. REASONS FOR OBJECTING TO THE PROPOSED SETTLEMENT**

### **A. The Requested Attorney Fees are Excessive.**

Plaintiff Class Counsel requests that the Court award a total of \$300,000.00 dollars in attorney fees and costs. The Settlement Fund is valued at \$375,000.001 dollars. The Cash portion available to Class Members is \$50,000 dollars. Then there is a "voucher fund" valued at \$325,000.00 dollars.

Because the amount of Attorney Fees requested is about the same amount as the settlement amount (before discounting the settlement amount for the voucher discount) the fees are excessive.

### **1. Coupon Settlements under Class Action Fairness Act**

The Class Action Fairness Act of 2005("CAFA") in addition to significantly expanding federal jurisdiction over class actions, (federal courts now have original jurisdiction to hear class actions in which: 1) the aggregated damages claim exceeds \$5 million, 2) there are at least 100 class members, and 3) at least one plaintiff and one defendant are citizens of different states. *See* 28 U.S.C. §1332(d)(2)) several CAFA provisions require special scrutiny of class action "coupon settlements". Generally district courts must make specific findings that the settlement is "fair, reasonable, and adequate". The court's determination involves a consideration of numerous factors.

One of the most important changes under CAFA is the treatment court's should give to settlements involving coupons. Coupon settlements "have been severely criticized by commentators in the field" and "are strongly disfavored by the Attorneys General of most of the states.". *See Figueroa v. Sharper Image Corp.*, 517 F. Supp. 2d 1292, 1321 (S.D. Fla. 2007). Criticism of coupon settlements predates CAFA. *See, e.g., Buchet v. ITT Consumer Fin. Corp.*, 845 F. Supp. 684,

696 (D. Minn. 1994), amended by 858 F. Supp. 944 (proposed coupon settlement rejected after court found that coupon redemption rates in similar cases were so low that the certificates in this case offered no real value to the class). CAFA regulates attorney's fees in coupon settlements by providing that any portion of fees attributable to the award of the coupons "shall be based on the value to class members of the coupons that are redeemed" rather than the theoretical value of the coupons available for redemption. (28 U.S.C. §1712(a)). The rate of coupon redemption can be effected by many different factors including use restrictions, transaction costs and the general desire of a class member to in fact use them in the commercial setting. Further, because valuation can be complex, CAFA provides that the court "may receive expert testimony...on the actual value to the class members of the coupons that are redeemed."

Substantial creative energy has been spent crafting settlements that resolve class actions and provide class members with a benefit that the parties believe a court will approve as fair, adequate, and reasonable. Several post-CAFA cases include parameters for how courts should define and value coupon settlements and illustrate the types of settlements that are likely to receive court approval. Some of these cases reflect an inherent bias against coupon settlements and their derivatives.

Plaintiff claims that their fee request of \$300, 000,00 dollars withstands an analysis under either the percentage of the case and an appropriate loadstar cross check and seemingly, on its face it does. Plaintiff's assertion, however, glosses over the fact that settlement values assumes every "voucher" will be redeemed and moreover redeemed at its full value .Class Counsel spends no time analyzing why the value of the vouchers should be \$\$325,000.00 , the face value of the voucher. They simply state the face value and proceed to analyze the request for fees undaunted by the need to meet its burden of proof regarding value. They offer no expert testimony, no historical data, and no similar cases where the face value of the voucher was the "real "value to the Class. Unlike so many other cases where Class counsel overwhelmed the court with support for it proposition that face value and actual value were one and the same.

#### **B. Adoption of Other Objections.**

The Objector hereby adopts and joins in all other objections which are based on sufficient precedent and theories of equity and law in this case and hereby incorporates said objections by reference as if they were fully described herein.

Purchased at  
Westfield Topanga  
and The Village

Purchased  
1) Cellmax redefining  
facial Cream  
2) Cellmax elite  
facial Serum



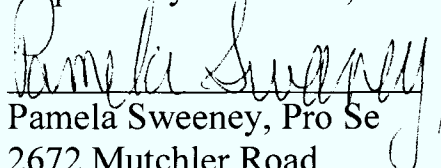
**CONCLUSION**

**WHEREFORE**, This Objector, for the foregoing reasons, respectfully requests that the Court, upon proper hearing:

1. Sustain these Objections;
2. Enter such Orders as are necessary and just to adjudicate these Objections and to alleviate the inherent unfairness, inadequacies and unreasonableness of the proposed settlement; and
3. Award an incentive fee to this Objector for her role in improving the Settlement, if applicable.

Date: June 28, 2018

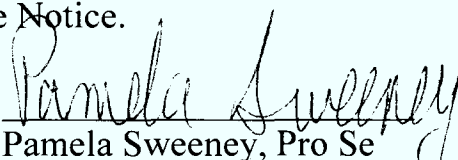
Respectfully submitted,

  
Pamela Sweeney, Pro Se  
2672 Mutchler Road  
Madison, WI 53711  
(424)-488-4383  
pam.sweeney1@gmail.com

PEO SE

**CERTIFICATE OF SERVICE**

I hereby certify that on June 28, 2018, I caused to be filed the foregoing with the Clerk of the Court of the United States District Court for Southern District of Florida by sending this document via First Class U.S Mail. In addition, when the Clerk files this document in the docket for this case all parties in this case who use the CM/ECF filing system will be noticed. In addition, the undersigned has sent a copy via email to the counsel as listed in the Notice.

  
Pamela Sweeney, Pro Se

PEO SE



STOKESKY  
2872 MUTEHLER RD.  
MADISON, WI 53711

CLERK OF COURTS  
U.S.D.C. SOUTHERN FLORIDA  
400 NORTH MIAMI AVE  
MIAMI, FL 33128

